reviewed in 7 MICH. L. REV. 526, where authorities on this point are collected; and *Smith* v. *Jordan,* 211 Mass. 269, 97 N. E. 761, is commented upon in 10 MICH. L. REV. 577, where it is suggested that the decision is wrong in that it is contra to *Doran* v. *Thomsen.* Both these cases are cited in the principal case, and the opinion draws what appears to us to be a proper line of distinction between the two. In *Doran* v. *Thomsen,* the minor daughter had general authority to use the automobile, as had the son in the principal case; but "at the time of the accident she had three friends in the car with her, and was out for her own pleasure. No other member of the family was with her." In *Smith* v. *Jordan,* on the other hand, "the boy was not running it for any purpose of his own, but for the convenience of his mother and by her express direction, for whose use in common with the rest of the family it had been purchased by his father." In the former case the father was held not liable, and in the latter case he was held liable. The ground of distinction is that in the one case the minor was not engaged in the father's business, while in the other he was so engaged. The court in the principal case concludes that the fact, that the minor, with the implied consent of the father, was driving the machine for the pleasure of his sister and a guest of the family, was sufficient evidence to establish the relation of master and servant between father and son, and that the son was so acting "for the business of the master."

SALES—REPUDIATION BY BUYER—NOTICE OF INTENT TO RESELL—DAMAGES. —Defendants ordered goods from plaintiffs and received part of them; they then instructed plaintiffs not to ship any more "under any circumstances." Plaintiffs resold the goods at auction and sued for the difference between the contract price and the amount realized at the sale. Whether plaintiffs gave defendants notice of their intent to resell was disputed; but a verdict was directed for plaintiffs, to which defendants brought error. *Held,* that under the circumstances no notice was necessary. *Habicht, Braun and Co.* v. *Gallagher and Co.* (Mich. 1912), 137 N. W. 685.

If the buyer refuses to accept the goods, no notice of intent to resell is necessary, and, provided always that the seller acts with reasonable prudence and diligence, the buyer is liable for the difference between the contract price and the price on resale. *Magnes* v. *Sioux City, N. & S. Co.,* 14 Colo. App. 219; *Wrigley* v. *Cornelius,* 162 Ill. 92. Those cases do not distinguish between executed and executory sales. That notice is unnecessary if the sale is executed, *Waples* v. *Overaker,* 77 Tex. 7. Contra, that in absence of notice, such resale will discharge the buyer, *Dill* v. *Mumpford,* 19 Ind. App. 609. Some courts hold that if the sale is executory, notice or its absence is immaterial, since the true measure of damages is the difference between the contract price and the market value. *Kellogg* v. *Frohlich,* 139 Mich. 612; *Wallace* v. *Coons* (Ind. 1911), 95 N. E. 132. Others hold that if notice is given the resale conclusively establishes the market price. *Leonard* v. *Portier* (Tex. App.) 15 S. W. 414; *Amer. Hide Co.* v. *Chalkley,* 101 Va. 458; *Pratt* v. *Freeman,* 115 Wis. 648. § 4131 of the Georgia Civil Code, which allows resale and recovery of the rest of the contract price, does not

mention notice, but it is perhaps necessary. *Southern Flour Co.* v. *St. Louis Grain Co.* (Ga. 1912), 75 S. E. 439. The Sales Act stipulates that notice shall be unnecessary.

SALES—MONOPOLIES—LIABILITY OF BUYER FOR PURCHASE PRICE.—Plaintiff, who for purposes of the decision may be considered a combination in unlawful restraint of trade, sold glucose to the defendants for its own consumption only and not for resale, and agreed in return for the exclusive trade of the defendant for any one year to give a rebate on the exclusive trade of the year next preceding. In an action for the price the defendant set up the above facts and claimed that the contract of sale with its provisions against resale and for a rebate formed part of a conspiracy in restraint of trade, void under the Sherman Anti-Trust law. *Held,* that the contract was merely collateral to the restraint of trade, and that the defendant was liable for the contract price. *Wilder Mfg. Co.* v. *Corn Products etc. Co.* (Ga. 1912), 75 S. E. 918.

It is no defense to an action for the price that the seller is a combination in restraint of trade, under either the common law or the Sherman Anti-Trust law. *Connelly* v. *Sewer Pipe Co.,* 184 U. S. 540; *Charles E. Wiswall Co.* v. *Scott,* 86 Fed. 671; *Bessire & Co.* v. *Corn Producers Mfg. Co.* (Ind. 1911), 94 N. E. 353. But if the contract of sale is such that the buyer becomes a part of the combination or conspiracy in restraint of trade, he is not liable for the price. *Continental Wall Paper Co.* v. *Voight,* 212 U. S. 227.

SUNDAY STATUTES—WORK OF NECESSITY.—Defendants were prosecuted for violation of a Sunday statute, which forbade work or labor on Sunday, and which excepted from its operation works of necessity or charity. The petition alleged that the defendants kept their place of business open on Sunday, and sold bread, butter, sandwiches, coffee and chocolate therein on that day. *Held* that a general demurrer to the petition was properly sustained; that as a matter of law, the sale of the articles enumerated was a work of necessity. *Commonwealth* v. *London* (Ky. 1912), 149 S. W. 852.

"The question of what is and what is not a labor of necessity within the Sunday statutes has been often mooted and much discussed in the authorities." *State* v. *Schatt,* 128 Mo. App. 622. That there should be some difference of opinion is nearly inevitable from the very nature of these statutes. As was said in *State* v. *James,* 81 S. C. 197, "Necessity is an elastic term. It does not mean that which is indispensable, but it means something more than that which is merely needful or desirable." The basis of the Court's decision in the principal case was that the defendants, in disposing of the articles named, were doing the business of a restaurant keeper. It has been generally held that innkeepers and restaurant keepers are performing works of necessity in the conduct of their business, and hence are not within the prohibition of the statutes. *Com.* v. *Naylor,* 34 Pa. St. 86; *Com.* v. *Hengler,* 15 Pa. Co. Ct. 222. The preparation of food in the household by a servant is a work of necessity. *Crosman* v. *City of Lynn,* 121 Mass. 301. But in *Com.* v. *Crowley,* 145 Mass. 430, it was held that the sale of bread, pastry, and milk from a shop on Sunday was unlawful, and that an excep-